

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the “Agreement”) is executed as of September 10, 2007 (the “Closing Date”), by and among Euclid Partners IV, L.P., Euclid SR Partners, L.P. and EuclidSR Biotechnology Partners, L.P. (each, a “Contributor” and collectively, the “Contributors”) and Luma Imaging Corporation, a Delaware corporation (the “Company”).

RECITALS

WHEREAS, the Contributors desire to transfer to the Company, and the Company desires to receive, certain of the Contributors’ assets, as listed on Schedule A hereto (the “Assets”) in exchange for ninety (90) shares of the Company’s Series A Preferred Stock, par value \$0.0001 per share (the “Shares”).

NOW, THEREFORE, in consideration of the mutual premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I CONTRIBUTION OF ASSETS

1.1 Subject to the terms and conditions of this Agreement, as of the Closing Date, the Contributors shall assign, transfer, convey, and deliver to the Company, free and clear of all encumbrances, all right, title, and interest to the Assets.

1.2 The Company shall not assume and shall not be liable or responsible for any liability or obligation of the Contributors, or any affiliate of the Contributors, other than liabilities and obligations arising under the Assets.

1.3 As of the Closing Date, the Company shall have the full right to and shall exercise all control over the Assets as owner thereof.

ARTICLE II ISSUANCE OF SERIES A PREFERRED STOCK

2.1 In exchange for the contribution and transfer of the Assets, the Company shall issue to each Contributor, within ten (10) business days of the Closing Date, the number of Shares set forth on Schedule B hereto. Such Shares shall be validly issued, fully paid, and nonassessable.

2.2 The Contributors agree that the receipt of Shares constitutes fair consideration for the transfer of the Assets to the Company by the Contributors and that the Shares received under the terms of this Agreement do not represent consideration for services that have been performed or that will be performed in the future.

ARTICLE III

CLOSING

3.1 Closing. The closing (the “Closing”) shall occur on the Closing Date at the offices of Fish & Richardson P.C. or as soon thereafter as is practicable.

3.2 Costs. Each party shall bear its own legal fees and expenses in connection with the transactions contemplated by this Agreement.

ARTICLE IV

POST CLOSING

4.1 Further Assurances. Subject to the terms of this Agreement, each of the Contributors and the Company will use its reasonable efforts to take, or cause to be taken, all action to do, or cause to be done, all things or execute any documents necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement. On and after the Closing Date, the Contributors and the Company will take all reasonably appropriate action and execute any documents, instruments or conveyances of any kind which may be reasonably necessary to carry out the provisions hereof and correct patent errors and omissions.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the Contributors. Each Contributor represents and warrants to the Company as follows:

- (a) The Contributor has all requisite power and full legal right to enter into this Agreement and to consummate the transactions contemplated hereby, to perform all of the Contributor’s agreements and obligations hereunder in accordance with their terms, and to contribute to the Company all of the Assets held by the Contributor. This Agreement has been duly executed and delivered by the Contributor and constitutes the legal, valid and binding obligation of the Contributor, enforceable against the Contributor in accordance with its terms, except as the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors’ rights generally or by general principles of equity.
- (b) The Contributor has, and as of the consummation of the transactions contemplated hereby, the Company will hold, all of the Assets held by the Contributor, free and clear of any mortgage, lien, pledge,

charge, security interest, encumbrance, title retention agreement, option, equity or other adverse claim thereto.

- (c) The execution and delivery by the Contributor of this Agreement and the consummation by the Contributor of the transactions contemplated hereby will not constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any lien upon any property of the Contributor pursuant to (i) any agreement or instrument to which the Contributor is a party or by which the Contributor is bound or to which the Contributor is subject, or (ii) any statute, judgment, decree, order, regulation or rule of any court or governmental authority to which the Contributor is subject.
- (d) That Schedule A accurately sets forth (i) all liabilities assumed by the Company with respect to the Assets and all liabilities to which the Assets are subject, (ii) the adjusted income tax bases as of [], 2007 for the Assets, (iii) the original income tax bases for the Assets transferred, and (iv) the acquisition date for the Assets by the Contributor.

5.2 Representations and Warranties of the Company. The Company represents and warrants to the Contributors as follows:

- (a) The Company is a corporation duly organized, validly existing and in corporate good standing under the laws of the State of Delaware. The Company has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby.
- (b) The Company has obtained all necessary authorizations and approvals required for the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Company and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors' rights generally or by general principles of equity.
- (c) The execution and delivery by the Company of this Agreement and the consummation of the transactions contemplated hereby will not (i) violate or conflict with any provisions of the certificate of incorporation or bylaws of the Company; or (ii) constitute a violation of, or be in conflict with, constitute or create a default under, or result in the creation or imposition of any lien upon any property of the Company pursuant to (A) any agreement or instrument to which the Company is a party or by which the Company is bound or to which the Company is subject, or (B) any statute, judgment, decree, order, regulation or rule of any court or governmental authority to which the Company is subject.

ARTICLE VI

MISCELLANEOUS

6.1 Amendment and Termination. This Agreement may be amended, modified, supplemented, or terminated only by the written consent of all of the parties.

6.2 Binding Effect. This Agreement shall inure to the benefit of and be binding upon each of the parties and their respective legal representatives, successors, and assigns; nothing in this Agreement, expressed or implied, is intended to, and shall not, confer upon any other person any rights or remedies by reason of this Agreement. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless it is in writing and signed by each of the undersigned.

6.3 Severability. If any provision of this Agreement is rendered or declared to be invalid by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, all of the parties hereto will promptly meet and negotiate substitute provisions for those rendered or declared invalid, but all the remaining provisions in this Agreement shall remain in full force and effect.

6.4 Captions. The headings and captions of this Agreement are inserted for convenience and reference only and shall not be deemed a part hereof in the construction or interpretation hereof.

6.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6.6 Governing Law. This Agreement shall be governed by the laws of the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Contribution Agreement to be executed as of the date first set forth above.

CONTRIBUTORS:

EUCLID PARTNERS IV, L.P.

By: Euclid Associates IV, L.P., its General
Partner

By: Stephen K. Reidy
Name: Stephen Reidy
Title: General Partner

COMPANY:

LUMA IMAGING CORPORATION

By: _____
Name: Stephen L. Watson
Title: President

EUCLIDSR PARTNERS, L.P.

By: EuclidSR Associates, L.P., its General
Partner

By: Stephen K. Reidy
Name: Stephen K. Reidy
Its: General Partner

**EUCLIDSR BIOTECHNOLOGY
PARTNERS, L.P.**

By: EuclidSR Biotechnology Associates,
L.P., its General Partner

By: Stephen K. Reidy
Name: Stephen K. Reidy
Its: General Partner

Signature Page to Contribution Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Contribution Agreement to be executed as of the date first set forth above.

CONTRIBUTORS:

EUCLID PARTNERS IV, L.P.

By: Euclid Associates IV, L.P., its General Partner

By: _____
Name: Stephen Reidy
Title: General Partner

COMPANY:

LUMA IMAGING CORPORATION

By: 
Name: Stephen L. Watson
Title: President

EUCLIDSR PARTNERS, L.P.

By: EuclidSR Associates, L.P., its General Partner

By: _____
Name: Stephen K. Reidy
Its: General Partner

EUCLIDSR BIOTECHNOLOGY
PARTNERS, L.P.

By: EuclidSR Biotechnology Associates,
L.P., its General Partner

By: _____
Name: Stephen K. Reidy
Its: General Partner

Signature Page to Contribution Agreement

SCHEDULE A

Assets

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

EuclidSR Partners, L.P., Collateral Agent, with a principal place of business at 45 Rockefeller Plaza, Suite 3240, New York, NY 10111 (the "Grantor"), pursuant to Massachusetts General Laws, Chapter 106, § 9-610, for and in consideration of Two Million One Hundred Thousand and 00/100 Dollars (\$2,100,000) (the "Purchase Price"), the receipt whereof is hereby acknowledged, hereby grants, sells, assigns, transfers, bargains, conveys and delivers unto EuclidSR Partners, L.P., EuclidSR Biotechnology Partners, L.P., and Euclid Partners IV, L.P., each a Delaware limited partnership and each with a principal place of business at 45 Rockefeller Center, Suite 3240, New York, New York 10111, as tenants in common (collectively, the "Grantee"), without recourse except for the warranties given below, the right, title and interest of MEDISPECTRA, INC., ("Debtor") in the property listed and described on Exhibit A attached hereto (the "Assets"). The respective interests of each entity comprising the Grantee are as follows: Euclid SR Partners, L.P., 59.5% EuclidSR Biotechnology Associates, L.P., 25.5% and Euclid Partners IV, L.P., 15%. All payments made by the Grantee to the Grantor shall be paid by means of an application of indebtedness of Debtor.

The Grantee acknowledges that the Grantor is a secured party holding a security interest in the Assets and this Secured Party Bill of Sale evidences the disposition of the Assets by a secured party, after default, in accordance with the

Section 9-610 of the Uniform Commercial Code. By accepting this bill of sale and paying the Purchase Price, Grantee hereby represents and warrants that it is paying a fair and reasonable purchase price. Grantor will execute such other documents as shall reasonably be required to give effect to the sale herein provided. Nothing contained in this Bill of Sale is intended to impose any obligations or liabilities on either Grantor or Grantee beyond any provided expressly herein.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Secured Party Bill of Sale as an instrument under seal this 7th day of September, 2007.

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signature page to EuclidSR Partners, L.P. Bill of Sale

EUCLIDSR PARTNERS, L.P.
Collateral Agent

By: EuclidSR Associates, L.P., its general
partner

Stephen K. Reidy
By: STEPHEN K. REIDY
Its GENERAL PARTNER

Witness: hild J. Paynes

EUCLIDSR PARTNERS, L.P.

By: EuclidSR Associates, L.P., its general
partner

Stephen K. Reidy
By: STEPHEN K. REIDY
Its GENERAL PARTNER

Witness: hild J. Paynes

EUCLIDSR BIOTECHNOLOGY
PARTNERS, L.P.

By: EuclidSR Biotechnology
Associates, L.P.,
its General Partner

Stephen K. Reidy
By: STEPHEN K. REIDY
Its GENERAL PARTNER

Witness: hild J. Paynes

EUCLID PARTNERS IV, L.P.

By: Euclid Associates IV,
its General Partner

Stephen K. Reidy
By: STEPHEN K. REIDY
Its GENERAL PARTNER

Witness: hild J. Paynes

Exhibit A

Inventory, including, without limitation, merchandise raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including inventory temporarily out of the possession of MediSpectra, Inc. (the "Company") or in transit, and all proceeds including insurance proceeds, and any documents of title representing any inventory.

Patents and patent applications and the inventions and improvements described and claimed therein, patentable inventions, including, without limitation, those described on Schedule A-1 attached hereto.

Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, internet domain names, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, those described on Schedule A-2 attached hereto.

Copyright rights, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished, including, without limitation, those described on Schedule A-3 attached hereto. All trade secret rights, including all rights to unpatented inventions, know-how, customer lists, operating manuals, license rights and agreements and confidential information, including, without limitation, those described on Schedule A-4 attached hereto; all mask work or similar rights available for the protection of semiconductor chips.

All claims for damages by way of any past, present or future infringement of any of the foregoing.

Other general intangibles, including, without limitation, goodwill, trademarks, servicemarks, trade styles, trade names, patents, patent applications, license agreements, franchise agreements, blueprints, drawings, infringements, claims, computer programs, computer discs, computer tapes, literature, reports, catalogs and design rights, leases, purchase orders, customer lists, insurance payments and rights to payment of any kind, any other

general intangible as described in the UCC, including all of the Company's rights in and to (a) agreements, leases (including purchase options with respect thereto), licenses and contracts to which the Company is a party; (b) all obligations and other indebtedness owed to the Company (other than accounts) from whatever source arising; (c) all tax refunds and right to receive tax refunds; (d) all rights to refunds to indemnification (including, without limitation, all amounts refunded or paid to the Company as a result of such amounts being deemed voidable transfers in any insolvency or bankruptcy proceeding), contribution and subrogation; and (e) all causes of action, choses in action and judgments.

All documents, securities entitlements, securities accounts, investment property, financial assets, letter of credit rights, certificates of deposit, instruments, documents and chattel paper (whether tangible or electronic).

All accounts, contract rights, royalties, license rights and all other forms of obligations owing to the Company arising out of the sale or lease of goods or otherwise, the licensing of technology or the rendering of services by the Company, whether or not earned by performance, and any and all credit insurance, guaranties and other security therefore, as well as merchandise returned to or reclaimed by the Company.

Books and records relating to the foregoing, and any and all claims, rights and interest in any of the above and all substitutions for, additions and accessions to and proceeds thereof and any supporting obligations..

SCHEDULE A-1
Patents; Patent Applications, etc.

1. Pat. 5,022,757
No.
Issued June 11, 1991
Title "Heterodyne System and Method for Sensing a Target Substance"
2. Pat. 5,713,364
No.
Issued February 3, 1998
Title "Spectral Volume Microprobe Analysis of Materials"
3. Pat. 5,813,987
No.
Issued September 29, 1998
Title "Spectral Volume Microprobe for Analysis of Materials"
4. Pat. 6,104,945
No.
Issued August 15, 2000
Title "Spectral Volume Microprobe Arrays"
5. Pat. D453,832
No.
Issued February 19, 2002
Title "Sheath for Cervical Optical Probe Design"
6. Pat. D453,962
No.
Issued February 26, 2002
Title "Sheath for Cervical Optical Probe Design"
7. Pat. D453,963
No.
Issued February 26, 2002
Title "Sheath for Cervical Optical Probe Design"
8. Pat. D453,964
No.
Issued February 26, 2002
Title "Sheath for Cervical Optical Probe Design"
9. Pat. 6,385,484

No.

Issued May 7, 2002

Title "A Spectroscopic System Employing a Plurality of Data Types"

10. Pat. 6,411,835

No.

Issued June 25, 2002

Title "Spectral Volume Microprobe Arrays"

11. Pat. 6,411,838
No.
Issued June 25, 2002
Title "Systems and Methods for Optical Examination of Samples"
12. Pat. 6,421,553
No.
Issued July 16, 2002
Title "Spectral Data Classification of Samples"
13. Pat. 6,427,082
No.
Issued July 30, 2002
Title "Optical Methods and Systems for Rapid Screening of the Cervix"
14. Pat. D460,821
No.
Issued July 30, 2002
Title "Sheath for Cervical Optical Probe Design"
15. Pat. 6,760,613
No.
Issued July 6, 2004
Title "Systems and Methods for Optical Examination of Samples"
16. Pat. 6,768,918
No.
Issued July 27, 2004
Title "Fluorescent Fiberoptic Probe for Tissue Health Discrimination and Method of Use Thereof"
17. Pat. 6,818,903
No.
Issued November 16, 2004
Title "Method and Apparatus for Identifying Spectral Artifacts"
18. Pat. 6,826,422
No.
Issued November 30, 2004
Title "Spectral Volume Microprobe Arrays"
19. Pat. D500,134
No.
Issued December 21, 2004
Title "A Sheath for Cervical Optical Probe Design"

20. Pat. 6,839,661
No.
Issued January 4, 2005
Title "System for Normalizing Spectra"
21. Pat. 6,847,490
No.
Issued January 25, 2005
Title "Optical Probe Accessory Device for Use in In-Vivo Diagnostic Procedures"
22. Pat. 6,902,935
No.
Issued June 7, 2005
Title "Methods of Monitoring Effects of Chemical Agents on a Sample"
23. Pat. D507,349
No.
Issued July 12, 2005
Title "A Sheath for Cervical Optical Probe Design"
24. Pat. 6,933,154
No.
Issued August 23, 2005
Title "Optimal Windows for Obtaining Spectral Data for Characterization of Tissue Samples"
25. Pat. 7,103,401
No.
Issued Sept 5, 2006
Title "Tissue Health Discrimination by Fluorescence and Fiberoptic Probe and Method of Use Thereof"
26. Pat. 7,127,282
No.
Issued October 24, 2006
Title "Optical Methods and Systems for Rapid Screening of the Cervix"
27. Pat. 7,136,518
No.
Issued November 14, 2006
Title "Methods and Apparatus for Displaying Diagnostic Data"
28. Pat. 7,187,810

No.

Issued March 6, 2007

Title "Methods and Systems for Correcting Image Misalignment"

U.S. Patent Applications with a Notice of Allowance Issued

1. Title "Image Processing Using Measures of Similarity"
Filed March 15, 2002
Status Notice of Allowance: 4/26/06
2. Title "Methods and Apparatus for Processing Spectral Data for Use in Tissue Characterization"
Filed April 18, 2003
Status Notice of Allowance: 5/2/07

U.S. Patent Applications Pending

1. Title "Methods of Diagnosing Disease"
Filed December 15, 2000
Status Application Filed
2. Title "Spectral Volume Microprobe Arrays"
Filed April 24, 2001
Status Application Filed
3. Title "Methods for Processing Sequential Images of a Sample"
Filed February 5, 2002
Status Application Filed
4. Title "A Spectroscopic System Employing a Plurality of Data Types"
Filed February 8, 2002
Status Application Filed
5. Title "Methods of Diagnosing Disease"
Filed April 11, 2003
Status Application Filed
6. Title "Methods and Apparatus for Characterization of Tissue Samples"
Filed April 18, 2003
Status Application Filed
7. Title "Methods and Apparatus for Visually Enhancing Images"
Filed April 18, 2003

	Status	Application Filed
8.	Title	"Methods and Apparatus for Characterization of Tissue Samples"
	Filed	April 18, 2003
	Status	Application Filed
9.	Title	"Methods and Apparatus for Processing Image Data for Use in Tissue Characterization"
	Filed	April 18, 2003
	Status	Application Filed
10.	Title	"Methods and Apparatus for Evaluating Image Focus"
	Filed	April 18, 2003
	Status	Application Filed
11.	Title	"Methods and Apparatus for Calibrating Spectral Data"
	Filed	April 18, 2003
	Status	Application Filed
12.	Title	"Spectral Volume Microprobe Arrays"
	Filed	November 4, 2003
	Status	Application Filed
13.	Title	"Optimal Windows for Obtaining Optical Data for Characterization of Tissue Samples"
	Filed	April 21, 2004
	Status	Application Filed
14.	Title	"Method and Apparatus for Identifying Spectral Artifacts"
	Filed	May 19, 2004
	Status	Application Filed
15.	Title	"Substantially Monostatic, Substantially Confocal Optical Systems for Examination of Samples"
	Filed	June 17, 2004
	Status	Application Filed
16.	Title	"System for Normalizing Spectra"
	Filed	June 18, 2004
	Status	Application Filed
17.	Title	"Fluorescent Fiberoptic Probe for Tissue Health Discrimination"
	Filed	July 19, 2004
	Status	Application Filed

18. Title "Methods for Processing Sequential Images of a Sample"
Filed August 5, 2004
Status Application Filed
19. Title "An Optical Probe Accessory Device for Use in In-Vivo Diagnostic Procedures"
Filed December 21, 2004
Status Application Filed
20. Title "Methods for Identifying, Displaying, Marking, and Treating Suspect Regions of Tissue"
Filed April 7, 2005
Status Application Filed
21. Title "Analysis of Volume Elements for Tissue Characterization"
Filed May 11, 2005
Status Application Filed

22. Title "Methods and Systems for Correcting Image Misalignment"
 Filed December 4, 2006
 Status Application Filed

SCHEDULE A-2
Trademarks, etc.

Mark: LUMA
Serial Number: 76/406,413
Reg. No.: 3,114,559

SCHEDULE A-3
Copyrights, etc.

1. LUMA product Labeling
2. LUMA development documents, including software code

SCHEDULE A-4
Trade Secrets, etc.

I. Proprietary Studies, Findings & Know-how

1. LUMA Pivotal clinical trials: protocols, data, findings
2. LUMA ancillary clinical studies: protocols, data, findings
3. Research designs, prototypes and clinical evaluation findings

II. LUMA FDA Premarket Approval (PMA)

- A. Pivotal & Ancillary Clinical Trials
1. Study design and execution documents
 2. Clinical data on approximately 5000 patients
 3. Research and statistical analysis of clinical data

III. LUMA Design & Development

- B. Hardware design & development documents
1. Product requirements
 2. Design specifications
 3. Risk analysis
 4. Design documents
 5. Design verification
 6. Design validation
- C. Software design & development documents [same categories as above]
- D. Disposable Probe Cover design & development documents [same categories as above]

IV. LUMA & Disposable Manufacturing & Service

- A. Product Manufacturing Files
1. Bill of materials
 2. Design history file
 3. Device master record
- B. Manufacturing Procedures
1. Materials suppliers
 2. Incoming inspection
 3. Assembly procedures
 4. Calibration materials and procedures
 5. Testing procedures
 6. Shipping procedures

- C. Service Procedures & Documents
 - 1. Service manual
 - 2. Service procedures

V. LUMA FDA Labeling

- A. User's Manual
- B. Instructions for Use
- C. Information for Prescribers
- D. Product labels

VI. LUMA Clinical Data

- A. 5000 (approx) Clinical Patients' Data
- B. Video & spectroscopy optical measurements
- C. Spectra categorized by tissue type with both colposcopy and pathology findings
 - 1. Major Disease states
 - a. No disease, CIN 1, CIN 2, CIN 3, cancer
 - 2. Miscellaneous states
 - a. Metaplasia, Cervicitis, Necrosis

VII. Technology Development Programs

- A. Screening/Triage Technology
 - 1. Design concepts
 - 2. Performance modeling
- B. Endocervical Probe Prototype
 - 1. Designs
 - 2. Prototype parts
- C. LUMA with Integrated Colposcope
 - 1. Prototype designs
- D. Colonoscope Prototype
 - 1. Design
 - 2. Clinical study findings
- E. Cystoscope Prototype
 - 1. Design
 - 2. Clinical study findings
- F. Video Acetowhitening Prototypes
 - 1. Prototypes designs
 - 2. Clinical study findings
- G. LUMA Prototypes
 - 1. Designs
 - 2. Clinical study findings

SCHEDULE B

Distribution of Shares

Contributor	Number of Shares
Euclid Partners IV, L.P.	13.5
EuclidSR Partners, L.P.	53.55
EuclidSR Biotechnology Partners, L.P.	22.95